

EMINENCE INDEPENDENT SCHOOLS
Eminence, Kentucky
CONTRACT EMPLOYING SUPERINTENDENT

This CONTRACTUAL AGREEMENT, made and entered into this 5th day of May, by and between the BOARD OF EDUCATION OF EMINENCE INDEPENDENT SCHOOLS (hereinafter the "BOARD"), and Claude Allen Berry, IV (hereinafter "SUPERINTENDENT"), and authorized by action at a lawful meeting of the BOARD held on the 5th of May 2010.

WITNESSETH:

NOW, THEREFORE, the BOARD and SUPERINTENDENT, for the consideration herein specified, agree as follows:

IT IS AGREED:

1. TERM OF EMPLOYMENT

SUPERINTENDENT is hereby hired and retained for a term commencing on , July 1, 2010 through June 30, 2014, as Superintendent of Schools for the Eminence Independent School District.

2. DUTIES

The duties and responsibilities of the Superintendent shall be all those duties incident to the Office of Superintendent imposed by the law and regulations of the Commonwealth of Kentucky and in keeping with Board policy. Other duties and responsibilities as may be needed from time to time may be assigned to the SUPERINTENDENT by the BOARD.

3. OUTSIDE ACTIVITIES

SUPERINTENDENT shall devote himself exclusively to his duties.

The SUPERINTENDENT and BOARD recognize the advisability, and on occasions the necessity, of the SUPERINTENDENT to attend seminars, courses, or programs conducted or sponsored at the local, state, or national levels. It is understood and agreed that the district shall permit a reasonable amount of time for the SUPERINTENDENT to attend such meetings, for the BOARD to pay for necessary fees and travel and subsistence expenses as may be approved by the BOARD or stipulated in the annual budget, or as may be set forth in local Board policy. This provision shall be limited to seminars, courses, or programs that would be for the benefit of the Eminence Independent Schools. The BOARD shall have ultimate discretion in determining the SUPERINTENDENT's attendance and the amount of money to defray reasonable and necessary travel and subsistence expenses.

However, if the SUPERINTENDENT elects to attend any function, meeting, seminar, or program wherein he is compensated as a lecturer, consultant, or for such attendance, the time involved with such functions shall not be considered as part of the SUPERINTENDENT's required working days and the BOARD shall not pay the SUPERINTENDENT's expenses involved with such functions.

4. COMPENSATION

The salary shall be \$91,000 per school year. The salary shall be paid in installments on the same dates as administrators who work twelve (12) months are paid.

The BOARD based upon its evaluation of the SUPERINTENDENT, may adjust the salary of the SUPERINTENDENT during the term of this

AGREEMENT, provided that in no event shall the SUPERINTENDENT be paid less than the salary specified above. Any such adjustment of salary made during the term of this AGREEMENT shall be in the form of an amendment to this AGREEMENT. Any said adjustment shall become part of this AGREEMENT, but shall not be deemed that the BOARD and SUPERINTENDENT have entered into a new AGREEMENT, nor shall it be deemed that the termination date of the existing AGREEMENT has been extended. Although the SUPERINTENDENT's salary may be increased at the discretion of the BOARD, nevertheless, this provision shall not be construed as an expectation by the SUPERINTENDENT that any such increase will occur. The BOARD shall, at least on an annual basis, conduct an evaluation of the SUPERINTENDENT.

5. WORKING DAYS AND BENEFITS

- a. Working Days ——— It is understood and agreed that each school year, from July 1 through June 30 during the term of this AGREEMENT, shall consist of 240 working days. If the SUPERINTENDENT elects to be away from the job for five (5) or more days consecutively, this shall be subject to BOARD approval. Days not worked by the SUPERINTENDENT shall be noted in the minutes of the next regularly-scheduled BOARD meeting after said days are taken.
- b. The Superintendent shall be entitled to all benefits applicable to twelve month certified employees.
- c. Leaves ——— The SUPERINTENDENT shall accrue all leave days as authorized by Board Policy for certified employees. Consistent with statutory law, the SUPERINTENDENT shall be permitted to transfer to the district all sick leave accumulated in Kentucky as of June 30, 2010.

- d. Expenses — The BOARD shall pay or reimburse SUPERINTENDENT for reasonable expenses approved by BOARD and incurred by SUPERINTENDENT in the continuing performance of his duties under this AGREEMENT, as determined by the BOARD and according to Board Policy.
- e. Professional and Civic Dues — The BOARD recognizes the mutual benefits derived by the SUPERINTENDENT and the BOARD of the SUPERINTENDENT's membership in certain professional and civic organizations. The BOARD agrees to pay dues for the Kentucky Association of School Superintendents (KASS), the Kentucky Association of School Administrators (KASA), and one civic club of the SUPERINTENDENT'S choice
- f. Health Insurance — The Board shall pay the part of a family health insurance plan not covered for other certified employees
- g. Retirement Benefits — The SUPERINTENDENT shall have the same retirement benefits as provided certified employees under the Kentucky Teachers Retirement System and as in Board policy.
- 6. TERMINATION OF EMPLOYMENT AGREEMENT
This AGREEMENT may be terminated as per the Board's Policy and shall also include the following:
 - a. By expiration of its term;
 - b. Mutual agreement of the parties;
 - c. Discharge for cause.

7. BOARD POLICY

The SUPERINTENDENT's duties and obligations are governed by Board policy, unless otherwise specifically modified hereinabove.

All benefits of the SUPERINTENDENT are specifically spelled out in this AGREEMENT and override any general policy which might be in existence for other employees.

8. SAVINGS CLAUSE

If, during the term of this AGREEMENT, it is found that a specific clause of the AGREEMENT is illegal under federal or state law, the remainder of the AGREEMENT not affected by such a ruling shall remain in force.

9. MISCELLANEOUS

This AGREEMENT has been executed in Kentucky, and shall be governed in accordance with the laws of the Commonwealth of Kentucky in every respect.

Paragraph headings have been inserted for convenience or reference only, and if there shall be any conflict between any such headings and the text of this agreement, the text shall control.

This AGREEMENT shall be executed in duplicate originals.

This AGREEMENT contains all of the terms agreed upon by the parties with respect to the subject matter of this AGREEMENT and supersedes all prior agreements, arrangements and communications between the parties concerning such subject matter, whether oral or written.

In TESTIMONY THEREOF, the BOARD AND SUPERINTENDENT have caused this AGREEMENT to be executed in their respective names, and in the case of the BOARD, by its Chairperson, on the day and year first above written.

BOARD OF EDUCATION OF EMINENCE INDEPENDENT SCHOOLS

BY :

Brenda R. Chiam

CHAIRPERSON

ATTEST:

Ronald "Sonny" Fenhien

SECRETARY

Claude Allen Berry II
SUPERINTENDENT

COMMONWEALTH OF KENTUCKY

COUNTY OF Henry

Subscribed and sworn to before me by Branda L. Chism, Chairman, Erwin Independent School
Board of Education, and Claude Allen Berry IV on this 5th day of
May, 2010.

My commission expires: 9/28/, 2010

Ben F. Coomes
NOTARY PUBLIC State at Large

RECORD OF BOARD PROCEEDINGS (MINUTES)

Eminence, KY., January 29, 2013

The Eminence Independent Board of Education met in the Board Office Conference Room at 5:45 P.M. on the 29th day of January, 2013, with the following members present:

(1) Ben Coomes, Vice Chair (2) Danny Fisher (3) Pamela Morehead-Johnson (4) Tony Adams

Absent: Brenda Chism

Also Present: Buddy Berry, Darlene Bates

1. CALL TO ORDER

SCBM010113

Welcome at 5:45 PM by Vice Chairman Coomes

Roll Call: All present except Brenda Chism

Approval of Agenda - Motion to Approve the Agenda by Johnson. Second by Fisher. Motion carried with all voting aye. 4-0

2. DRAFT BUDGET

SCBM020113

Draft Budget was reviewed. Motion to approve the 2013-2014 Draft Budget and change the two teacher Emergency Days to Personal days for 2013-2014 was made by Fisher. Second by Adams. Motion carried with all voting aye. 4-0

3. SUPERINTENDENT DOCTORATE PROGRAM

SCBM030113

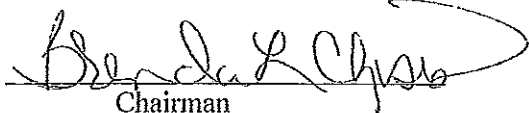
An addendum to the Superintendent's contract was discussed with regards to the Superintendent's pursuit of a Doctorate. A motion to accept the following addendum was made by Johnson:

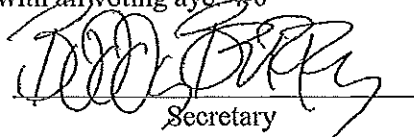
The Eminence Board of Education now creates an addendum to the Superintendents contract reflecting the terms of the following resolution: The Board believes that the continued enhancement of the leadership skills of the Superintendent will contribute positively to the operation of the school district and to student achievement in the district. Therefore, the Board shall pay on behalf of the Superintendent the cost of tuition, fees, books and instructional materials, and other routine and necessary expenses associated with the Superintendent's enrollment in the doctoral program offered by the Northern Kentucky University, to obtain a Doctor of Education in Educational Leadership. This financial commitment by the Board is conditioned on the Superintendent's agreement that, absent compelling exigent circumstances, should the Superintendent fail to complete the program, or leave employment in the district prior to completing the program he/she shall reimburse the Board costs incurred up to that point. Should the Superintendent leave the district (by choice), once the doctorate is complete, prior to June 30, 2016, he/she will reimburse the district 50% of the tuition costs. Second by Fisher. Motion carried with all voting aye. 4-0

ADJOURN

SCBM040113

There being no further business to come before the Board and on a motion by Fisher, second by Coomes, the meeting was adjourned. Motion carried with all voting aye. 4-0


Chairman


Secretary

Expect Eminence Excellence!